

CLOSED

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JUSTIN GRAVES, individually, and on behalf of
herself and all other similarly situated consumers,

Plaintiff,

-against-

MIDLAND CREDIT MANAGEMENT, INC.,

Defendant.

Civil Action No.: 2:20-cv-01603-SRC-
CLW

STIPULATION OF DISMISSAL

WHEREAS Defendant filed a Motion to Compel Arbitration (Docket Entry #7) that is presently pending before this Court;

WHEREAS the parties have resolved their differences pertaining to the pending Motion to Compel Arbitration;

IT IS HEREBY stipulated and agreed to by the undersigned parties that the claims in this lawsuit are governed by a valid and enforceable arbitration clause as set forth in Defendant's Motion to Compel Arbitration;

IT IS FURTHER stipulated and agreed that this lawsuit is dismissed without prejudice to recommencement, as an individual claim by Plaintiff only, before an arbitral tribunal within 30 days of the date of this stipulation and pursuant to the terms of the applicable arbitration clause;

IT IS FURTHER stipulated that this dismissal is without prejudice to any motion to reopen this lawsuit but solely for the purposes of enforcement or review of an arbitral award. This lawsuit is dismissed with prejudice for all other purposes with each party to bear its owns costs and fees;

IT IS FURTHER stipulated and agreed that Defendant's Motion to Compel Arbitration is withdrawn as moot.

Dated: May 26, 2020

HINSHAW & CULBERTSON LLP

ZEMEL LAW LLC

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SO ORDERED May 27, 2020

s/ Stanley R. Chesler

Hon. Stanley R. Chesler, U.S.D.J.